
Evansville Vanderburgh School Corporation

REQUEST FOR PROPOSAL

2010

Performance Based Energy/Operating Cost Reduction Program

NOTE:

Proposals time-stamped on due date at 1:01 p.m. or after will be returned unopened to the Bidder.

Contact for Request for Proposal: Mr. Pat Tuley, Chief Facilities Officer, (812) 435-8426

**Request for Proposals
Guaranteed Savings Contract
Notice to Contractors**

Notice is hereby given that the Evansville Vanderburgh School Corporation by and through its Board of School Trustees will receive sealed proposals until **1:00 p.m.**, local time, on **Thursday January 7th, 2010**, and not thereafter, in the EVSC Office of School Facilities, 310 S.E. 8th Street, Evansville, Indiana 47713.

Opening will be open to the public. Said sealed proposals shall be for **Performance Based Energy/Operating Cost Reduction Program** in accordance with proposal requirements for Reitz, Central, Harrison, North High Schools, Delaware and Lodge Elementary School and the Administration Building. The deposit will be a total of twenty-five dollars (\$25.00) which will be refunded in full if the contractor submits a bid and returns the Proposal Requirements within four (4) days of bid date.

A **mandatory** pre-bid meeting and site tour is schedule for Tuesday, November 24th at 8:00 a.m. at the EVSC Office of School Facilities, 310 S.E. 8th Street, Evansville, Indiana. Site tour will be conducted at all buildings following the pre-bid meeting. However, site tours can be arranged prior to pre-bid by contacting Pat Tuley at 435-8426. All tours will be conducted by EVSC personnel.

Copies of the Proposal Requirements and proposal form will be furnished to reliable contractors applying at the Office of School Facilities, 310 S.E. 8th Street, Evansville, Indiana 47713. A check or money order payable to Evansville Vanderburgh School Corporation is required for each set of bidding documents. It is mandatory that each prime contract bidder obtain one (1) complete set of bidding documents.

All proposals shall be made out and submitted on a bid proposal form attached to **General Form No 96 (Revised 2005)**, a bid form prescribed by the State Board of Accounts. Any bid that exceeds a sum of \$5,000.00 must be accompanied by a Contractor's Financial Statement attached to the General Form 96 (revised 2005) as prescribed by the State Board of Accounts. One General Form No. 96 (revised 2005) will be required from any one contractor for one or more bids. All proposals shall be firm without escalator clauses.

The proposal must be accompanied by a certified check made payable to Evansville Vanderburgh School Corporation in an amount equal to not less than five percent (5%) of the base bid or an acceptable bidder's surety bond made payable to Evansville-Vanderburgh School Corporation, in a SPECIFIC AMOUNT of not less than five percent (5%) of the base bid, executed by a surety company authorized to do business in the State of Indiana. The certified check or bidder's bond shall be a guarantee that said bidder will, if the contract is awarded to him, execute within ten (10) days from the acceptance of his proposal a contract for the work bid upon, and furnish acceptable surety bonds as set forth in the specifications. However, if the contractor has not executed the contract within the ten (10) day period, or has failed to furnish acceptable surety bonds as indicated, the Board of School Trustees reserves the right to award the contract to the next higher or best bidder.

All contractors/subcontractors performing work under this agreement will be required to be licensed per City County Building Commission ordinances. Additional information can be obtained by calling (Building Commissioner #812-436-7867).

Any prime contractors or sub-contractor performing work on site must adhere to the EVSC approved drug and alcohol policy. Proof of said policy must be provided prior to performing work.

All persons intending to submit a proposal with EVSC must comply with MBE/WBE utilization policies and procedures as outlined in the specifications.

The Qualified Provider will be required to submit performance bonds to ensure the Qualified Provider's faithful performance of the Qualified Provider's obligations during the construction phase and over the term of the contract.

The Qualified Provider to whom the work is awarded shall conform to the provisions of Indiana Code Section 5-16-7-1 et. seq., regarding common construction wage rates. The wage rates paid shall not be less than the common construction wage for the county in which the work is to be done as ascertained by the statutorily prescribed process.

No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening of bids.

The Board of School Trustees of the Evansville Vanderburgh School Corporation reserves the right to reject any and all bid proposals and to waive any defects or informalities if deemed by it to be for the best interest of said Board.

BOARD OF SCHOOL TRUSTEES
EVANSVILLE-VANDERBURGH SCHOOL CORPORATION
BY: PATRICK TULEY – CHIEF FACILITIES OFFICER

Advertisement Dates: November 12th and November 19th, 2009

**Evansville Vanderburgh School Corporation
REQUEST FOR PROPOSALS**

Performance Based Energy/Operating Cost Reduction Program

Request for Proposals for the purpose of providing a performance based energy/operating cost reduction program will be received at the Evansville Vanderburgh School Corporation, Office of School Facilities, 310 S.E. 8th Street, Evansville, Indiana 47713 on Thursday January 7th, 2010. Proposals must be time-stamped at 1:00 p.m. or before. Proposals time-stamped at 1:01 p.m. or after will be returned unopened to the Bidder. All submittal will be the property of EVSC and will not be returned.

Request for Proposals packages can be obtained by contacting Mr. Pat Tuley, Chief Facilities Officer, at (812) 435-8426 pat.tuley@evsc.k12.in.us Office of School Facilities 310 S.E. 8th Street, Evansville, Indiana 47713.

Evansville Vanderburgh School Corporation

Evansville Vanderburgh School Corporation (EVSC) is soliciting specific proposals from qualified energy services providers offering their abilities and qualifications in the field of providing energy conservation, facility modernization, improving occupant comfort, enhancing facility staff effectiveness, and financial services. These measures will be implemented through a guaranteed energy savings contract pursuant to IC 36-12.5. It is the intent of the School Corporation to accept proposals from qualified contractors that include 100% program financing which guarantee positive savings to the Corporation with annual reconciliation of guarantee sums. The finalist selection process for the above will be by review and evaluation of written proposals. The fees for the professional services will be negotiated with the Contractor selected by Evansville Vanderburgh School Corporation.

SCOPE OF PROJECT

Evansville Vanderburgh School Corporation is soliciting energy service companies (ESCO's) who can meet the goals listed below. Responding ESCO's should prepare a response to the RFP detailing their proposed methods of meeting each of these seven (7) goals.

PROJECT GOALS (Detail Methods):

1. Improve comfort conditions
2. Reduce energy and operating costs
3. Upgrade old and inefficient systems
4. Ongoing system monitoring and analysis for performance sustainability
5. Enhance personnel development and training
6. Improve utilization of technology
7. Removal of financial and technical risk

OBJECTIVE AND GENERAL CONTRACT DESCRIPTION

The objective of the EVSC in issuing this Request for Proposals is to provide a competitive means in which to select a single qualified provider to perform the implementation of a guaranteed energy savings contract. The cost of preparing a response to this request will not be reimbursed by EVSC. For this contract, the performance contractor selected for final negotiations will be required to demonstrate how they will implement and achieve the project goals. The energy conservation, facility modernization, and/or occupant comfort improvement measures will be implemented through a guaranteed energy savings contract pursuant to IC 36-12.5 and will be subject to all other applicable laws (state, local and school board policies).

DESIGNATED CONTACTS

Questions and request for clarifications on this request for proposals must be submitted ***in writing*** to Pat Tuley pat.tuley@evsc.k12.in.us or faxed to 812-435-8462, following the instructions posted in the notice. No verbal inquiries will be addressed.

QUALIFICATIONS AND MINIMUM EVALUATION FACTORS

In preparing your written proposals, it is requested that you give particular attention in providing the following information labeled by section to correspond with the format indicated below:

1. EXPERIENCE

Provide a minimum of five (5) references for educational facilities in Indiana and its contiguous states where your firm has provided an energy services contract over \$2,000,000 that include a minimum of: financial guarantee, bundled energy retrofits, ongoing support services, and financing of program costs. Provide an executive summary of each project along with contact name, address and telephone number.

2. CREDENTIALS

Provide a complete overview of your firm including, but not limited to, name and address of firm; signature of individual authorized to bind; bonding limits; summation of past years' audited financial statements; proof of liability; property damage and worker's compensation insurance; and number of years' experience in performance based contracting including the size of contracts completed. A minimum of ten (10) years of actual energy services experience under the current business structure is required. Provider must be registered to do business in the state of Indiana. Provider's scope must be designed and approved by a licensed P.E. employed by the respondent's company. Provider must be NAESCO (National Association of Energy Service Companies) accredited.

3. MANAGEMENT AND STAFFING FOR THIS PROJECT

This section applies to this project, with an emphasis on local capability/service.

a. Management

- 1) Coordination.** Describe your firm's approach to managing this project. Include an organizational chart showing clear lines of communication and responsibility. Describe the transition and responsible parties from the sales to auditing phase, auditing to construction phase, construction to follow-up monitoring phase, etc.
- 2) Construction Management.** Describe how your firm would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use. Describe your flexibility and/or any limitations regarding possible Institution activities such as: management of additional energy and water projects, monitoring of installation and performance of Contractor projects, integration of other identified capital needs with Contractor projects which may or may not contain energy and water saving opportunities.
- 3) In-house Capability vs. Subcontractors.** Generally describe the types of services (both professional and construction services) that you offer in-house and the services you offer through sub-contractors, and describe the strategy behind in-house vs. subcontractor use.
- 4) Institution Involvement.** Describe how you engage the Institution in decision-making regarding project scope, equipment specifications, ongoing operational and maintenance strategies, etc., and how you incorporate Institution's needs.
- 5) Local Staffing and Support.** Describe extent of local staffing and support for the geographic region. Include basic job descriptions and capabilities of the local staff. Describe the relevance or importance of local presence with regard to this project.

- 6) Long-term Servicing.** Describe long-term servicing of equipment and systems.
State the location of your nearest servicing office.

b. Personnel Information

- 1) Qualifications and Experience of Staff Assigned to this Project.** Identify the individual who will have primary responsibility for each task and phase of the project. List name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, list of projects individual was associated with during the last five years including type of project and project cost and resume. Tasks and phases to address include technical analysis, engineering design, construction management, construction, training and post-contract monitoring. Indicate the percent of time each person is available to work on this project. Indicate their office location (city/state).
- 2) Added Qualifications and Experience.** Describe any added expertise and capability of staff available through the parent company, other subcontracts, etc. to provide back-up strengths in technical analysis, engineering design, architectural design (if applicable), construction management, construction, training and post-contract monitoring, etc.

c. Self-Performed Work or Subcontractors.

- 1)** State whether work is completed by the Contractor or by a subcontractor for each category of measure (auditing, design, procurement/supply of equipment from vendors and manufacturers, engineering, construction management services, lighting, HVAC, controls, monitoring & verification, etc.),
- 2)** Describe how subcontractors are selected. Also comment on your ability to competitively select subcontractors.
- 3)** Identify any subcontractors already selected.

4. TECHNOLOGY OFFERINGS OF YOUR FIRM

Include an overview of applicable technology that your firm provides in the area of environmental and safety control along with applicable energy retrofit offerings, preventative maintenance programs, and design capabilities.

5. TECHNICAL APPROACH AND ENERGY CONSERVATION MEASURES (ECMs)

Describe the firm's technical approach to meet the Evansville Vanderburgh School Corporation's comfort, energy efficiency and operating cost reduction objectives.

- a) Needs & Solutions:** Include a "Needs & Solutions" section explaining comprehensive facility needs and solutions the Qualified Provider recommends.
- b) Scope of Work:** Proposals shall include the improvements recommended in the following buildings.

Reitz High School
Delaware Elementary School

Alternates: Central High School, Harrison High School, North High School, Lodge Elementary School, and the School Administration Building-the EVSC reserves the right to accept or reject any and all proposals identified as alternates as they are subject to available funding.

- c) **Implementation Plan:** Include in your proposal an implementation plan, including completion dates, describing how the Provider intends to execute the project based on a January 25th, 2010, contract award.
- d) **Additional Information:** Additional information about the respondent's technical approach to the project may be included in the proposal.

6. **PERFORMANCE MONITORING SERVICES**

Describe your firm's sustainability program to ensure that the energy savings guarantee is being met.

- a) Describe your firm's approach to measurement and verification.
- b) Provide the estimated costs of annual reconciliation statement, measurement and verification, and any required ongoing services.
- c) Indicate any equipment maintenance service contracts and their costs, which will be required by your firm as a condition of the energy services guarantee.
- d) Describe your firm's ability to provide ongoing energy monitoring of the energy conservation measures implemented.
- e) Describe your firm's ability to provide performance monitoring of the energy conservation measures implemented (indoor air quality, equipment efficiency, water treatment, air filtration, etc.).
- f) Describe your firm's ability to provide an asset management program.
- g) Describe your firm's ability to provide a program for continuous commissioning.
- h) Describe your firm's ability to provide ongoing technical support for the energy conservation measures implemented.
- i) Reconciliation of guaranteed sums shall be on an annual basis, commencing one year from the date of completion of total and complete program installation. Contractor's guarantee shall be a first party direct guarantee from the contractor to the EVSC. Proposals will be rejected if they do not contain a savings guarantee.
- j) Contractor shall provide the EVSC with quarterly energy audits and savings analysis over the life of the guarantee.

7. **INSURANCE REQUIREMENTS**

Include the firm's ability to provide and maintain the following liability and insurance amounts:

Errors & Omissions	\$ 5,000,000
Comprehensive General Liability	\$ 2,000,000
Umbrella Coverage	\$50,000,000

8. **ABILITY AND TRACK RECORD**

To support the requirements of removing all financial and technical risks for Evansville Vanderburgh School Corporation, the following areas must be addressed, but not limited to:

- a) Your contractual documents for energy savings guarantee;
- b) How you assure against technical obsolescence and assure investment protection; and
- c) Show proof of single project bond ability of \$25,000,000.

9. **FINANCIAL CONSIDERATIONS & NET ECONOMIC IMPACT**

- a) **Improvement List:** Include an "Improvement List" with the specific conservation measures the respondent proposes to implement. On this "Improvement List" provide the following for each energy conservation measure (ECM) on a per building basis. Proposals not providing this individual breakdown may be rejected.

- 1) Energy Conservation Measure (ECM)

- 2) Installation Cost
- 3) Operational Savings
- 4) Energy Cost Reduction
- 5) Capital Cost Avoidance (by building)
- 6) Applicable Utility Rebate
- 7) Simple Payback

Energy Conservation Measure (ECM)	Installation Cost	Operational Savings	Energy Cost Reduction	Capital Cost Avoidance (by bldg.)	Applicable Utility Rebate	Simple Payback

b) Payment Explanation: List the principal amount, finance cost, annual lease payment, monitoring cost, total annual payment, payment term, payment frequency and payment start date.

- 1) Principal amount: Principal amount is the total installation cost less any down payment.
- 2) Finance cost: Finance cost is the interest rate of the payment plus any legal fees required to execute the contract.
- 3) Annual lease payment: Annual lease payment is the annual cost for principal, interest and legal fees.
- 4) Performance monitoring cost: Monitoring cost includes the annual cost to track annual savings and other guarantees written into the Qualified Provider's "Performance Guarantee Agreement."
- 5) Payment term: The payments shall be spread over a 10, 15, and 20 year terms or the average life of the energy conservation measure. Actual terms to be determined as part of the negotiated contract.
- 6) Payment frequency: Payments shall be semi-annual with payment dates of January 15th and July 15th.
- 7) Payment start date: The first payment shall be due on January 15, 2011.

c) Cash Flow Analysis: Include a cash flow analysis extending 10, 15, and 20 years which identifies the annual guaranteed energy savings, guaranteed operational savings, total annual payment, simple payback, net cash flow and cumulative cash flow.

d) Energy Savings: All energy calculations and assumptions shall be included in the proposal including any methods to be used to adjust for factors such as weather. To receive the accurate savings information at a reasonable annual monitoring cost and minimize the reporting effort required of the Evansville Vanderburgh School Corporation staff, methods used in determining actual utility savings shall be based on energy measurements of the specific ECM installed under this project or stipulated values based on industry standard formulas, calculations or manufacturers' data.

e) Operational Savings: The operational savings guarantee shall be based on historical operating costs where those costs accurately reflect the anticipated future operating costs. Life cycle costing may be used in lieu of historical operating costs where life cycle costing more accurately reflects the true costs that the Evansville Vanderburgh School Corporation will likely incur in operating facilities had this project not been implemented. The methods to be used in determining actual operational savings shall be clearly identified in the Guarantee. If stipulated or "agreed to" values are included in the calculations that determine actual savings, then those stipulated or "agreed upon" values

shall be clearly identified in the Guarantee. Architectural, engineering or accounting studies as required under statute shall be included with the Qualified Provider's proposal.

- f) **Performance Bond:** The Qualified Provider must submit to Evansville Vanderburgh School Corporation a performance bond immediately following contract execution to insure the performance of the construction portion of the project. A subsequent performance bond shall be executed to insure the performance of the guaranteed savings.
- g) **Performance Guarantee Agreement:** Each Qualified Provider must complete the energy savings, operational savings and total savings amount along with providing guarantee language that reflects the performance guarantees provided with the Qualified Provider's proposal and the savings methodology described above in 'Energy Savings' and 'Operational Savings' paragraphs above. Energy savings and operational savings shall be tracked separately and a shortfall in energy savings cannot be offset with excess operational savings. One hundred percent (100%) of all energy and operational savings over the term of the contract shall be retained by the EVSC, and if less, the contractor will reimburse the School Corporation for the difference between the guaranteed savings and actual savings.

10. **FINANCIAL SERVICES**

Provide sufficient documentation to assure that your firm can provide the required financing. A description of the respondent's source of financing for this project should be included in this section.

- a) Any contingencies that must be met in order to obtain such financing should be noted.
- b) If debt financing is involved, provide the percentage of total project cost to be financed with debt, and the anticipated interest rate based on the term of the loan (see 9 Financial Considerations..., Payment Explanation "5").

11. **QUALIFICATION REQUIREMENTS AND EVALUATION CRITERIA**

- a) The Proposal submitted should be on 8-1/2" x 11" paper, labeled by section to correspond with the format indicated above. While other attachments may be included, there is no guarantee of review. Scoring will be based on the Proposal.
- b) One (1) original and seven (7) copies of the firm's Proposal must be submitted no later than 1:00 p.m. Thursday, January 7th, 2010.
- c) All proposals must be submitted in a sealed envelope, package, or box plainly marked "Evansville Vanderburgh School Corporation, BID PROPOSAL: Performance-based energy/operating cost reduction Program," to the attention of Pat Tuley, with the name and address of the respondent in the upper left-hand corner. No responsibility will attach to the Evansville Vanderburgh School Corporation or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a Proposal not properly addressed and identified.
- d) The POINT VALUE SYSTEM Evaluation of the proposals will apply in the following manner:
 - 1) Firm's qualifications, personnel experience, and local presence 15%
 - 2) Customer references and previous project track record 15%
 - 3) Firm's ability to provide support & ongoing performance monitoring services 25%
 - 4) Technical Approach and Energy Conservation Measures 25%

5) Financial Consideration & Net Economic Impact

20%

If it becomes necessary to revise or amend any part of the Request for Proposals, a written addendum will be provided to Respondents. Evansville Vanderburgh School Corporation is not bound by any oral representations, clarifications, or changes made in the written Request for Proposals by Evansville Vanderburgh School Corporation's employees unless such clarification or change is provided to Respondents in written addendum form.

12. HAZARD AWARENESS AND ACKNOWLEDGEMENT

Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions affecting the work under the contract and any ramifications due to the presence of asbestos-containing materials (ACM) or lead-based paint.

- a) **ASBESTOS:** The General Contractor shall be aware of the potential for encountering ACM in the work site. ACM on surfaces or systems affected by this work will be abated by prime contractor. While ACM will be removed from the affected surfaces, other ACM may remain in place. It is the responsibility of the General Contractor to assure that these materials are not damaged during the construction work.
 - 1) Potential bidders may examine a copy of the school's Asbestos Management Plan as the written Communication of Hazard, which is required by OSHA 29 CFR 1926.1101, The Construction Industry Asbestos Standard at the EVSC Supportive Services Center, 951 Walnut Street. The Management Plan lists the areas of known ACM. The prime contractor shall be responsible for informing all sub-contractors of the information contained in the Management Plan.
 - 2) If any material is encountered during construction which is suspected of containing asbestos, work in that area must be stopped, and the Owner, as well as prime contractor, must be notified so that the suspected material can be inspected and sampled by a properly accredited asbestos building inspector. If the material is found to be asbestos-containing, prime contractor will arrange for the abatement of the ACM before any work proceeds that may disturb that ACM. Absolutely no extras or additions to the contract will be allowed to the Contractor because of a delay in the work due to asbestos testing or removal. If the Contractor is concerned about increased cost resulting from such delays, he shall include that cost in his bid.
 - 3) Examination of site, drawings, etc., each bidder shall visit the site of the proposed work and fully acquaint himself with conditions affecting the work of the contract and any possible ramifications due to asbestos removal.
 - 4) At the beginning of the project, the Owner will point out to the contractor those areas known to contain asbestos. Absolutely no work or penetration shall take place which will disturb asbestos on the surfaces so indicated by the Owner. If the Contractor or any of his subcontractors penetrates any asbestos-containing surfaces, thereby creating a contaminated area, that contractor will be responsible for complete cleanup, testing to insure that the area has met the Clean Air Standard, and paying any fines levied by any local, state or federal agency associated with the contamination.
 - 5) If the contractor disturbs areas containing asbestos, then that contractor will be responsible for all clean up, including testing and monitoring by a certified independent firm representing the owner, to assure clearance as required by CFR 40 763 (AHERA).
 - 6) If the employees of the contractor request a physical examination due to health concerns regarding potential exposure to airborne asbestos fibers, then all costs created by the employees request will be the responsibility of the contractor.

- 7) Prime contractor shall be responsible for paying all fees and/or fines relating to asbestos removal and testing.

13. OTHER

- a. Include other factors the firm or team determines appropriate which would indicate to the Evaluation Committee the firm or team has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.
- b. If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page on which it is found. Data or information so identified will be used by the EVSC solely for evaluating the proposals and conducting contract negotiations.
- c. The EVSC reserves the right to waive any and all technicalities and award this contract to the company with the best overall proposal and solution for the Evansville Vanderburgh School Corporation.
- d. Provide training of facility staff with respect to any special energy saving, as well as routine, maintenance and operation procedures for all new and existing equipment.
- e. Provide asbestos abatement as required to replace existing mechanical equipment or piping.
- f. All drawings, reports and materials prepared by the provider specifically in performance of the contract shall become the property of EVSC, and shall be delivered to them as needed or upon completion of construction.
- g. The provider must ensure that all energy conservation measures conducted under this project will be integrated with existing building systems to the satisfaction of the EVSC.
- h. The provider will be required to work with current building management and maintenance personnel to coordinate construction and to provide appropriate training in operation of retrofit.

DRUG AND ALCOHOL POLICY AND COMPLIANCE

WHEREAS, the Evansville Vanderburgh School Corporation finds that illegal drug use is detrimental to the public health, safety and welfare of the community and is destroying families and individuals affected by such activity; and

WHEREAS, individuals who may be under the influence of illegal drugs are a threat to themselves, co-workers and members of the public particularly in the area of construction; and

WHEREAS, the Evansville-Vanderburgh School Corporation desires to reward, encourage and promote contractors who have a random drug testing program as part of their company policy by making it a requirement for all construction contractors doing business with the School Corporation to have a drug testing program meeting the minimal standards outlined in this ordinance.

BE IT RESOLVED that the following language be inserted into all bid specifications for public work projects initiated by the Evansville Vanderburgh School Corporation:

- A. For purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning: "Contractor" shall mean the person, company or firm submitting a price, quote or bid for the award of a public works project. The term includes a subcontractor of a contractor.

"Public works project" shall mean the construction, reconstruction, alteration, or renovation of a public building, or other structure that is paid for out of an appropriation, and includes, the construction, alteration, or repair of a highway, street, alley, bridge, sewer drain or other improvement when the estimated cost of the public works project is more than Ten Thousand Dollars (\$10,000.00).

- B. Except as otherwise approved by the Board of Trustees of the Evansville Vanderburgh School Corporation, the Evansville Vanderburgh School Corporation shall not award a contract for a public works project to a contractor unless the contractor and every subcontractor doing construction work on the public works project has in place, at the time of submission of his quote or bid, a random drug testing program which shall, at a minimum, meet the following qualifications and criteria:

1. The contractor shall maintain a random drug testing program, and the program shall be reduced to writing;
2. The drug testing program shall contain at least a five (5) drug panel that tests for the following drugs: amphetamines, cocaine, opiates (2000 ng/ml), PCP and THC;
3. All employees of the contractor are subject to at least annual testing, and at least one-twelfth (1/12th) of 25% of the employer's total workforce shall be selected randomly each month for testing; and
4. The random drug testing program operated by the contractor shall contain a progressive discipline component for employees who fail the drug test that meets at least the following minimum steps:
 - a) After the first positive test, an employee must be: (i) suspended from work for thirty (30) days and; (ii) directed to a program of treatment or rehabilitation; and (iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.

- b) After a second positive test, an employee must be: (i) suspended from work for ninety (90) days and; (ii) directed to a program of treatment or rehabilitation; and (iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.
- c) After a third positive test, an employee must be: (i) suspended from work for one (1) year and; (ii) directed to a program of treatment or rehabilitation; and (iii) subject to unannounced drug testing for one (1) year, beginning the day the employee returns to work.
- d) Any subsequent positive test shall be treated the same as a third positive test.

An employer complies with the requirement to direct an employee to a program of treatment or rehabilitation if the employer advises the employee of any program of treatment or rehabilitation covered by insurance provided by the employer or if the employer does not provide insurance that covers drug treatment or rehabilitation programs, the employer advises the employee of agencies known to the employer that provide drug treatment or rehabilitation programs.

At the discretion of the employer, the discipline issued above may include more severe discipline including, but not limited to, dismissal of the employee.

- C. A contractor that is subject to a collective bargaining agreement shall be treated as having an employee drug testing program that complies with section B of this Policy if the collective bargaining agreement establishes an employee drug testing program that includes the following:
 - 1. The program provides for the random testing of the contractor's employees.
 - 2. The program contains a five (5) drug panel that tests for the substances identified in section B(2) of this ordinance.
 - 3. The program imposes disciplinary measures on an employee who fails a drug test. The disciplinary measures must include at a minimum, all of the following:
 - a) The employee is subject to suspension or immediate termination.
 - b) The employee is not eligible for reinstatement until the employee tests negative on a five (5) drug panel test certified by a medical review officer.
 - c) The employee is subject to unscheduled sporadic testing for at least one (1) year after reinstatement.
 - d) The employee successfully completes a rehabilitation program recommended by a substance abuse professional if the employee fails more than one (1) drug test.

For purposes of this Policy, a copy of the relevant part of the collective bargaining agreement constitutes a written plan.

- D. A copy of the Contractor's random drug policy shall be submitted with its bid. Failure to provide evidence of the contractor's random drug testing policy or program shall result in a rejection of the bid. Failure to implement an employee drug testing program during the term of the contract or failure to provide information regarding implementation of the employee drug testing program at the request of the contractor may result in a cancellation of the contract. Submitting false information concerning compliance with the requirements of this chapter shall result in the rejection of the bid or cancellation of the contract if an award had been made prior to determining the information is false by the Board of Trustees of the Evansville-Vanderburgh School Corporation.

In such event, the contractor shall be paid only for the work done prior to cancellation of the contract.

- E. The Contractor shall be solely responsible for the enforcement of, and compliance with, its random drug testing policy.

A31 MBE/WBE REQUIREMENTS

In an effort to increase business opportunities for minorities and women in our community, to ensure compliance with our nondiscrimination policies, alignment with the inter-local governmental agreement for cooperative purchasing organization with the city of Evansville and Vanderburgh county, as well as to create equity in our processes, it is therefore the policy of the Board of School Trustees to provide equal opportunity for existing and operating Minority-owned Business Enterprises (MBE) and Woman-owned Business Enterprises (WBE) to participate in procurement and contracting processes with the Evansville Vanderburgh School Corporation.

All contractors and suppliers must comply with the Federal and Indiana Civil Rights Laws & Regulations prohibiting discrimination based on protected classes of race, religion, color, sex, age, disability, or national origin. Accordingly, all contractors, subcontractors, and suppliers must have an adopted equal employment opportunity/nondiscrimination clause in all contracts in order to gain Board approval. Failure of any company to comply with this policy will cause that company's bid to be considered unresponsive, resulting in rejection of the bid. Compliance with this policy shall be coordinated through the collaborative efforts of the Purchasing Department and the Office of Diversity & Equity and will follow the guidelines outlined in the City/County/EVSC Utilization Plan.

Additionally, we shall actively promote, monitor, and enforce this policy in order to ensure compliance, or in the case where a certified MBE/WBE cannot be utilized, to ensure that a legitimate effort was made to do so. All MBE/WBE companies must be certified, and that certification verified in order to be considered within this policy.

Pursuant to this policy, the following definitions are provided for Minority- and Woman-owned Business Enterprises:

- A. A "Minority-owned Business Enterprise" (MBE) is defined as a business that is owned, capitalized, operated and controlled by a member of an identified minority group who is a citizen of the United States.
- B. A "Minority" is defined as a person of African American, Hispanic American, Asian American, Native American, East Asian Indian or other descent considered minority as defined by Federal or Indiana law.
- C. Ownership by minority individuals means the business is at minimum 51% owned by such individuals, or in the case of a publicly-owned business, 51% of the stock (minimum) is owned by one or more such individuals. Further, the management and daily operations are controlled by those minority group members.
- D. Control of the business is evidenced by signature role on debt or financial instruments, or on legally binding documents such as leases and contracts. Other evidence proving majority control and management of the business consists of hiring/dismissal and other decision-making authority.
- E. A 'Woman-owned Business Enterprise' (WBE) is defined as a business that is owned, capitalized, operated and controlled by a woman or group of women who are citizens of the United States.
- F. The business must have a minimum of 51% established ownership by a woman/group of women. In the case of a publicly-owned business, 51% of the stock (minimum) is owned by one or more women. Further, the management and daily operations must be controlled by those women.
- G. Control of the business is evidenced by signature role on debt or financial instruments, or on legally binding documents such as leases and contracts. Other evidence proving majority control and management of the business consists of hiring/dismissal and other decision-making authority.

The Board recognizes that the EVSC is not an entity that can determine if companies meet the definitions of MBE/WBE contained herein. Because this determination is already made by state and local government authorities, or other agencies authorized to do so, the school corporation will rely on certification by those recognized bodies to prove the legitimacy of MBE/WBE firms.

Certification refers to the verification thereof by the State of Indiana, City of Evansville or by another entity in the State of Indiana with respect to the authenticity of a Minority- or Woman-owned Business Enterprise to determine eligibility for inclusion under this policy.

Because diversity is a corporation-wide commitment, all functions and departments within the corporation are expected to contribute to the execution of this policy. Any office using vendors to obtain goods and services shall require compliance with this policy.

The Chief Operating Officer and the Chief Diversity Officer will oversee implementation of this policy; however, the Superintendent, along with the School Board of Trustees shall be the final authority on all matters pertaining to the execution and persistence of the MBE/WBE utilization policy and compliance thereto.

For further information contact:

EVSC Chief Diversity Officer: Dr. Dionne Blue; dionne.blue@evsc.k12.in.us; 812-435-8451

City of Evansville Purchasing Department: Deb Spalding; dspalding@evansvillegis.com; 812-436-4961

To find a list of certified MBE/WBE Contractors visit the following websites:

www.evansvillegov.org, **www.vanderburghgov.org**, click on Government button, choose City or County Offices, select Purchasing from list and click on MBE/WBE on the left hand side of Purchasing Page, or **www.imsdc.org**, your link to: Indiana Minority Supplier Development Council (IMSDC): (This is a fee-based service. Contact Stacy Little: slittle@imsdc.org; 812-401-9525) click on **Direct Connect**

To: All Potential Contractors and Suppliers

From: Vincent M. Bertram, Ed.D; Superintendent
Patrick Tuley; Chief Facilities Officer
Dionne A. Blue, Ph.D.; Chief Diversity Officer

Date: November 2009

Re: EVSC Minority-owned & Woman-owned Business Enterprise (MBE/WBE) Utilization

The commitment of the Evansville Vanderburgh School Corporation and the Board of School Trustees to minority-owned and woman-owned businesses is a proactive response to the needs of our community. We demonstrate this commitment by recognizing and supporting the contribution of these business enterprises, and by promoting economic development within all of the communities served by the School Corporation as a result of requesting your compliance to the following policies and procedures. As a potential contractor for EVSC construction projects, it is important that you understand that a critical component of our Strategic Building Plan is a commitment to minority business utilization within all aspects of both renovation and new construction.

In an effort to facilitate this commitment, ***all persons intending to submit a bid with the EVSC must comply with MBE Utilization policies and procedures as outlined in the enclosed bid specifications.***

The following document included in this specification packet is part of this procedure:

- The Mandatory *Minority and Woman-owned Business Enterprise (MBE/WBE) Information Form*;

This form must be signed and returned with your bid in order to be considered responsive. *You are responsible for making sure all relevant documents and information are included with your bid.* All information on this form will be verified by the EVSC before awarding any contract. If you are a Minority-owned or Woman-owned Business Enterprise, please be sure a copy of your current certification is enclosed with your bid. All MBE/WBE certifications must be verified prior to awarding any contract.

It is the policy of the Board of School Trustees to require all contractors and suppliers to comply with the Federal Equal Employment Opportunity (EEO) Laws and Indiana Civil Rights Laws (IC 1971, 22-9-1) prohibiting discrimination based on protected classes of race, religion, color, sex, age, disability, or national origin. In accordance to that policy, all contractors, subcontractors and suppliers shall adopt an equal employment opportunity/anti-discrimination clause in all contracts in order to gain Board approval. **Please be sure that your anti-discrimination statement is included with your bid.** We look forward to your cooperation with this important policy.

Mandatory MBE/WBE Information Form

All potential contractors for the Evansville Vanderburgh School Corporation intending to either subcontract part of the work or purchase any supplies, shall contact certified Minority-or Woman-owned Business Enterprises (MBE/WBE) to participate, and submit this completed form with bid packet. ***This form must be submitted with bid packet even if MBE/WBE's will not be used in your bid.*** Please indicate below the level of MBE/WBE participation.

____ All work will be self-performed, but suppliers have been contacted.(Indicate Suppliers on page 2)

____ A certified MBE or WBE was identified, but not utilized. Reason (Please Be Specific):

____ Was MBE/WBE a responsive bidder? Y____ N____ Based on what criteria (bid amount, etc.)?

(Please Be Specific): _____

____ We were unable to identify a certified MBE or WBE for participation in this bid process.

____ Certified MBE/WBE subcontractors will be utilized on this project (Complete MBE/WBE Utilization Form and submit within 5 working days of Bid opening)

Our company took the following steps to identify and utilize MBE or WBE subcontractors /Suppliers for this project. (Mark all that apply):

____ Negotiated in good faith with an interested and certified MBE/WBE company and other low bidders to maximize MBE/WBE participation.

____ Provided *written* notice to ____ certified MBE/WBE companies whose specific expertise or supplies are relevant to this contract (indicate number).

____ Provided sufficient notice (***minimum 10 days***) to certified MBE/WBE companies whose specific expertise or supplies are relevant to this contract.

____ Efforts were made to divide total requirements into smaller tasks or quantities so that MBE/WBE participation could be maximized.

____ Assisted responsive MBE/WBE companies in reviewing blueprints and/or contract and project specifications.

Contacted the Following Offices for Assistance:

____ EVSC Chief Diversity Officer: Dr. Dionne Blue; dionne.blue@evsc.k12.in.us; 812-435-8451.

____ City of Evansville Purchasing Department: Deb Spalding; dspalding@evansvillegis.com; 812-436-4961.

____ Indiana Minority Supplier Development Council (IMSDC): (This is a fee-based service. Contact Stacy Little: slittle@imsdc.org; 812-401-9525).

Based on the aforementioned efforts made to identify and utilize MBE/WBE companies as subcontractors and/or suppliers, the bidder hereby requests recognition of compliance and good faith effort from the EVSC for the EVSC MBE/WBE utilization policy.

The School Corporation reserves the right to request follow-up information based on the information provided herein.

Please provide contact information for all Minority/Woman-owned businesses your company contacted in reference to this bid. You must complete this section for suppliers even if the work is self-performed. Attach additional forms if necessary.

Company Name: _____ MBE: _____ WBE: _____

Contact Name: _____ Phone: _____

Service/Supplies Requested: _____ Date Contacted: _____

Company Name: _____ MBE: _____ WBE: _____

Contact Name: _____ Phone: _____

Service/Supplies Requested: _____ Date Contacted: _____

Company Name: _____ MBE: _____ WBE: _____

Contact Name: _____ Phone: _____

Service/Supplies Requested: _____ Date Contacted: _____

Company Name: _____ MBE: _____ WBE: _____

Contact Name: _____ Phone: _____

Service/Supplies Requested: _____ Date Contacted: _____

The undersigned contractor or representative verifies that the information provided in this document is accurate. ***The undersigned also understands that providing false or incorrect information will result in rejection of the accompanying bid.***

Contractor/Supplier or Representative (print)

Title

Signature

Date

Subcontractor Letter of Intent to Execute

This form is to be completed by each Minority or Woman-owned Business Enterprise (MBE/WBE) intending to subcontract, and must be submitted to the EVSC by the Contractor/Consultant/Vendor within 5 business days of bid opening. MBE/WBE Certification must be verified before contract is awarded.

The undersigned intends to execute the following work in connection with the submitted bid:

Contract/Project/Bid Name: _____, in the role of:

____ Prime Contractor ____ Joint Venture ____ Subcontractor ____ Supplier

The undersigned has agreed to provide the following work, trades, services or supplies:

at the following total cost/breakdown: \$ _____.

Projected Commencement Date: _____ Projected Completion Date: _____

The undersigned will enter into formal contract or purchase order agreement with

_____ (company) for the aforementioned work,

trades, services, or supplies contingent upon prior execution of a contract with said company.

Name of MBE/WBE (please print): _____ Title: _____

Name of Company: _____

Business Address: _____

Business Phone: _____ Fax: _____

Under what organization are you certified as an M/WBE? _____

The undersigned Minority or Woman-owned Business Enterprise (M/WBE) verifies that the information provided in this document is accurate. ***The undersigned also understands that providing false or incorrect information will result in rejection of the accompanying bid, and may result in exclusion from future bids.***

Signature: _____ Date: _____

Minority and Woman-owned Business Enterprise Utilization Form

Date Submitted: _____ Bid/Proposal Name: _____

Name of Firm Submitting Bid or Proposal: _____

Preparer's Name/Title (please print): _____

This form must be complete and submitted within 5 business days of the bid opening in order to be considered responsive. Failure to properly complete this or any other requirements may result in bid/proposal rejection.

Please check one of the following:

_____ Bidder is a certified MBE company _____ Bidder is a certified WBE company
(please submit MBE/WBE Certification with your Bid)

_____ Bidder intends to utilize MBE/WBE subcontractors/suppliers in this contract as indicated:

MBE ____/Total Amount: _____ WBE ____/Total Amount: _____

_____ Bidder does not intend to utilize MBE/WBE subcontractors/suppliers to participate in this contract
(complete Mandatory MBE/WBE Information Form).

The MBE/WBE identified below will participate on the enclosed project/contract. Failure to meet or exceed the allotted award (as stated in the *Subcontractor Letter of Intent to Execute*) throughout the life of the contract/project may result in exclusion from future bids. Complete the remainder of this form if you intend to utilize an MBE/WBE contractor or supplier.

Name(s) of MBE/WBE your company intends to utilize (attach additional sheets if needed):

Company Name: _____ MBE: _____ WBE: _____

Contact Name: _____ Phone: _____

Service/Supplies to be provided: _____ Dollar Amount: _____

Company Name: _____ MBE: _____ WBE: _____

Contact Name: _____ Phone: _____

Service/Supplies to be provided: _____ Dollar Amount: _____

Company Name: _____ MBE: _____ WBE: _____

Contact Name: _____

Phone:

Service/Supplies to be provided: _____ Dollar Amount: _____